

INDEPENDENT CONTRACTOR AGREEMENT

(Development Agreement – Work-for-Hire)

This Independent Contractor Agreement ("Agreement") is entered into and made as of December 1, 1999 between Export Finance Systems, Inc. ("EFS") and InfoRespond, Inc., a California corporation, for all work to be performed in developing The EFS Version 3.0 system ("Version 3.0"), as specified below.

RECITALS

- A. On January 14, 1998, EFS entered into a Proprietary Information Agreement with InfoRespond, a sole proprietorship of Andrew Goodman. That Agreement, among other things, provided that InfoRespond would perform certain services for EFS on a Work-for-Hire basis (as such term is defined in the 1976 Copyright Act). The Proprietary Information has been renewed (and signed by new employees of InfoRespond) at various dates since January 14, 1998 (collectively, the "Proprietary Information Agreement").
- B. On or about June 10, 1998, Andrew Goodman incorporated the proprietorship by forming InfoRespond, Inc., a California corporation ("Consultant"). All assets and rights of the proprietorship were assigned to Consultant which also assumed all of the proprietorship's liabilities and obligations, including those of the proprietorship under the various versions of the Proprietary Information Agreement.
- C. InfoRespond, pursuant to an agreement with EFS dated as of September 15, 1999, has developed specifications for Version 3.0 which are set forth in a binder identified as "EFS Version 3.0 Requirements, Specifications and Platform Design – December 3, 1999" as amended (the "Design Specifications").

- D. EFS wishes to retain Consultant as an independent contractor, and not an employee or agent, to develop Version 3.0 in accordance with the Design Specifications, this Agreement and the existing Proprietary Information Agreement, and Consultant wishes to perform such services on that basis and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Definitions:** The following definitions shall apply for purposes of this Agreement:

(a) "Work Product" means all programs, systems, data and materials ("Deliverables"), in whatever form, developed solely for EFS by Consultant under this Agreement, except for any "Background Technology" that may be developed or that may be embodied in any Deliverable under this Agreement.

(b) "Background Technology" means all systems, development tools, routines, subroutines and other programs, data and materials, in whatever form, that are owned by, licensed to, or distributed by Consultant.

2. **Services Performed by Consultant:** Consultant agrees to develop Version 3.0 in accordance with the Design Specifications and as outlined in the attached **Exhibits B, C and D.** EFS and Consultant agree to cooperate in scheduling the services so that the due dates on Exhibit B can be met.

3. **Fees for Services:** Services for this project shall be provided on a time-and-materials basis—that is, EFS shall pay Consultant for the time spent performing such services, plus materials, sales taxes and approved expenses in accordance with their established practices. Consultant's time shall be compensated at its standard hourly rates which are listed in **Exhibit A.** The rates may change after sixty (60) days' notice, provided that it is an increase in the standard rates applicable to all of Consultant's time-and-materials contracts. The fee estimate and estimated delivery

dates for this phase of services are given in Exhibit B. The dollar limit stated shall be deemed an estimate for EFS's budgeting and Consultant's resource scheduling only; if the limit is expended, Consultant shall continue to provide services on an hourly basis, subject to the right of EFS to terminate this project in accordance with Section 12.

4. Expenses: EFS shall reimburse Consultant for all reasonable travel, administrative, equipment and other out-of-pocket expenses incurred while performing services under this Agreement.

5. Invoices: Consultant shall submit invoices twice monthly for services rendered and expenses incurred. EFS shall pay 90% of the amounts invoiced within fifteen (15) days after receipt of such invoices; the other 10% of each invoice will be paid within 30 days after completion of the project and its acceptance by EFS.

6. Relationship between the Parties: Consultant is an independent contractor; and neither Consultant nor Consultant's staff is, or shall be deemed, EFS's employees. In its capacity as an independent contractor, Consultant agrees and represents, and EFS agrees, as follows:

(a) Consultant has the right to perform services for others during the term of this Agreement.

(b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

(c) Consultant has the right to perform the services required by this Agreement at any place or location and at such times as Consultant may determine.

(d) Consultant will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Consultant's work must be performed on or with EFS's computer or existing software.

(e) The services required by this Agreement shall be performed by Consultant, or Consultant's staff, and EFS shall not be required to hire, supervise or pay any assistants to help Consultant.

(f) Consultant is responsible for all matters relating to the payment of Consultant's employees, including compliance with social security, withholding and all other regulations governing such matters.

(g) Neither Consultant nor Consultant's staff shall receive any training from EFS in the professional skills necessary to perform the services required by this Agreement.

(h) Neither Consultant nor Consultant's staff shall be required to devote full time to the performance of the services required by this Agreement.

(i) EFS shall not provide any insurance coverage of any kind for Consultant or Consultant's staff; each party shall maintain appropriate workers' compensation for its employees as well as its own general liability insurance.

(j) EFS shall not withhold from Consultant's compensation any amount that would normally be withheld from an employee's pay.

(k) Notwithstanding the foregoing, EFS acknowledges that the timely provision of and access to office accommodations, facilities, equipment, assistance, complete and accurate information and data from its officers, agents and employees and suitably configured computer products are essential to performance of any services; and Consultant's ability to complete any services is dependent upon same. If EFS requests any changes to the relevant requirements, project plans, schedule, scope, specifications or designs, such request shall be put in writing; and Consultant shall not be obligated to perform tasks described in EFS's request until the parties agree in writing to the proposed change.

7. Ownership of Consultant's Work Product: The services to be rendered hereunder and any follow on services on related projects are works-for-hire, as provided

in the Proprietary Information Agreement, which is hereby incorporated with this Agreement. Consultant understands that all right, title and interest to the Work Product, shall be the sole and exclusive property of EFS. To the extent that the work created may not qualify as a work made-for-hire under the Copyright Laws, Contractor agrees to assign all right, title and interest, including all copyrights worldwide, in and to the Work Product, to EFS upon request or at the completion of the project. If Consultant has any such rights that cannot be assigned to EFS, Consultant hereby waives the enforcement of such rights, and if Consultant has any such rights that cannot be assigned or waived, Consultant hereby grants to EFS an exclusive, irrevocable, perpetual, worldwide, fully paid license with right to sublicense through multiple tiers, to such rights. Consultant represents that all of its past and current employees and independent contractors working on or having access to EFS's projects have signed the Proprietary Information Agreement acknowledging, among other things, that all work done for EFS is on a Work-for-Hire basis, owned by EFS. Consultant will not permit any persons (whether employees or independent contractors) to work on or have access to EFS's project until they have signed the Proprietary Information Agreement.

Consultant shall execute and aid in the preparation of any papers that EFS may consider necessary or helpful to obtain or maintain any copyrights, at EFS's expense.

As provided in the Proprietary Information Agreement, Consultant has agreed not to work on any software application competitive with any EFS application to which Consultant has had access for at least three (3) years following termination of its services for EFS.

8. Ownership of Background Technology: EFS agrees that Consultant shall retain any and all right, title and interest, including copyrights, Consultant may have in the Background Technology provided that Consultant identify in writing all such Background Technology within 75 days of its use in work provided to EFS. Consultant grants to EFS a nontransferable, nonexclusive, perpetual, royalty-free, worldwide license to use, copy, modify, sublicense, and distribute any Background Technology

which is incorporated into the Work Product, and Consultant hereby warrants that it has the legal right to grant such license.

9. Confidential Information:

(a) Consultant acknowledges that it will acquire information and materials about EFS, including, but not limited to, EFS's business plan, data-processing techniques, computer programs, experimental works, and lists of its customers and suppliers. EFS acknowledges that it may acquire information and materials about Consultant, including, but not limited to, its methods, systems, technology, know-how, data-processing techniques, software and Background Technology.

(b) Both parties acknowledge that all such information and material so acquired are the confidential and proprietary information of the other party (hereafter "Confidential Information"). Both parties agree, during the term of this Agreement, and for three (3) years following the completion of the last services provided by Consultant for the EFS, to hold such Confidential Information in strict confidence and not to disclose it to others without the other party's prior written authorization.

(c) Notwithstanding the foregoing, either party may disclose Confidential Information to an employee or agent of the party with a need to know such information in order to perform its obligations under this Agreement or other Agreements between EFS and Consultant, provided that the employee or agent has been advised of the confidential nature of such information and is under an express written obligation to maintain such confidentiality. Consultant will not permit any persons (whether employees or independent contractors) to work on or have access to EFS's project until he/she has signed the Proprietary Information Agreement.

(d) Confidential Information shall not include information which:

(1) was in the receiving party's lawful possession or known to the receiving party, without an obligation to keep it confidential, before such information was disclosed by the disclosing party;

(2) is or becomes public knowledge through no act or omission of the receiving party;

(3) is independently developed by the receiving party;

(4) is disclosed by the disclosing party to third parties without any restriction on use and disclosure;

(5) is or becomes lawfully available to the receiving party from a source other than the disclosing party; or

(6) is disclosed by court order or operation of law, providing the receiving party first gives the disclosing party reasonable notice of such order of law and gives the disclosing party an opportunity to object to or otherwise limit such production.

(e) EFS acknowledges and agrees that the confidentiality restrictions contained in this Agreement shall not apply to the general knowledge, skills and experience gained by Consultant or Consultant's employees while engaged by EFS.

(f) Consultant will not disclose to EFS information or material that is a trade secret of any third party without the prior consent of the third party.

10. Non-Recruiting: Each party agrees not to knowingly hire or solicit any employee of the other while this Agreement is in effect and for a period of two (2) years after its termination.

11. Term of Agreement: This Agreement will remain in effect until terminated as set forth in Section 12.

12. Termination of Agreement:

(a) Each party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of thirty (30) days after written notice thereof is sent to the other party; provided, however, that if Consultant is the breaching party and the nature of

Consultant's breach is such that more than thirty (30) days are reasonably required for its cure, then Consultant shall not be deemed to be in breach if Consultant commences such cure within said thirty (30)-day notice period and thereafter diligently prosecutes such cure to completion.

(b) EFS may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days notice to Consultant.

(c) Upon termination of this Agreement, all amounts payable or accrued to Consultant for services rendered and expenses incurred under this Agreement shall become immediately due and payable, including any amounts accrued for services rendered and expenses incurred during the thirty (30)-day notice period.

(d) Upon termination of this Agreement, each party shall promptly return all Confidential Information, data, materials and other property owned by the other party.

(e) The parties' rights and obligations under Paragraphs 2, 3, 4, 5, 7, 8, 9, 10 12(c), 12(d), 13, 14, 15, 18 and under the Proprietary Information Agreement shall survive any termination of this Agreement.

13. Warranties and Representations: Consultant warrants and represents that:

(a) Consultant will not knowingly infringe upon any copyright, patent, trade secret or other intellectual-property right in the performance of the services required by this Agreement.

(b) Consultant has the authority to enter into this Agreement and to perform all obligations hereunder, including, but not limited to, the grant of rights and/or licenses to the Work Product and Background Technology.

(c) Consultant warrants that its services will be performed consistent with generally accepted industry standards. EFS must report any deficiencies in the services to Contractor in writing within ninety (90) days from the completion of each

service in question in order to receive warranty remedies. For any breach of this warranty, EFS's exclusive remedy and Consultant's entire liability shall be the reperformance of the services at Consultant's expense; or if Contractor fails to perform the services as warranted, EFS shall be entitled to recover the fees paid to Contractor for the deficient service.

(d) Consultant represents that it is in the process of obtaining (and will thereafter maintain in force throughout the term of this Agreement) errors and omissions (professional liability) insurance as follows: not less than \$1,000,000 per occurrence.

(e) **THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

14. Infringement Indemnity:

(a) Consultant will indemnify EFS against (i) any breach of Section 7 hereof and (ii) any claim that any Work Product, Background Technology, information, design, specification, instruction, software, data or material furnished by Consultant ("Material") and used by EFS infringes a copyright, patent, trade secret or other intellectual-property right, provided that with respect to claims under clause (ii):

(1) EFS notifies Consultant in writing within thirty (30) days of EFS's knowledge of the claim;

(2) Consultant has sole control of the defense and all related settlement negotiations; and

(3) EFS provides Consultant with the assistance, information and authority reasonably necessary to defend and settle the claim as required by Consultant.

(b) Consultant shall have no claim of liability for any claim of infringement resulting from:

- (1) any material not furnished by Consultant; or
- (2) EFS's modifications of any Material.

(c) If some or all of the Material is held or is believed by the Consultant to infringe, Consultant shall have the option, in its discretion, to:

- (1) modify the Material to make it noninfringing;
- (2) obtain a license for EFS to continue using the Material; or
- (3) require the return of the infringing Material and any license or rights thereto which had passed to EFS. Upon such return, EFS shall be entitled to recover the fees paid by EFS for that portion of the Material.

(d) THIS PARAGRAPH 14 STATES CONSULTANT'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR INFRINGEMENT.

15. Limitation on Consultant's Liability to EFS:

(a) **EXCEPT WITH RESPECT TO A BREACH OF SECTION 7 HEREOF, IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE INCURRED BY CLIENT OR ANY THIRD PARTY, WHETHER IN ACTION IN CONTRACT OR TORT (EVEN IF CONSULTANT, CLIENT OR THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).**

(b) **EXCEPT WITH RESPECT TO A BREACH OF SECTION 7 HEREOF, CONSULTANT'S TOTAL AND EXCLUSIVE LIABILITY UNDER THIS AGREEMENT FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO CONSULTANT BY CLIENT FOR THE SPECIFIC SERVICE GIVING RISE TO THE LIABILITY.**

Consultant shall not be liable for any claim or demand made against EFS by any third party except to the extent such claim or demand relates to copyright, patent, trade secret or other proprietary rights and then only as provided in the section of this Agreement entitled "Infringement Indemnity."

16. Employment of Assistants: Consultant may, at Consultant's own expense, employ such assistants or subcontractors as Consultant deems necessary to perform the services required by this Agreement. Any such assistants and subcontractors shall be bound by this Agreement and the Proprietary Information Agreement.

17. Force Majeure: Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control. Conditions beyond a party's reasonable control include, but are not limited to, the following which affect the party's performance hereunder: natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics.

18. General Provisions:

(a) Entire Agreement: This Agreement and the Proprietary Information Agreement is the sole and entire Agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, agreements and documentation relating to such subject matter. Any amendments or modifications to this Agreement must be in writing and signed by both parties. It is expressly agreed that the terms and conditions of this Agreement supersede the terms of any EFS-ordering document or purchase order.

(b) Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

(c) Governing Law: This Agreement will be governed by the laws of the State of California without regard to its conflict-of-law rules, which may direct the laws of another jurisdiction.

(d) Notice: All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or five (5) days after being deposited in the United States mail, postage-prepaid and addressed as follows or to such other address as each party may designate in writing by like notice:

EFS: Export Finance Systems, Inc.
44 Montgomery St., Suite 1308
San Francisco, CA 94104

Consultant: InfoRespond, Inc.
50 First Street, Suite 509
San Francisco, CA 94105

(e) No Agency: This Agreement does not create any agency, joint-venture or partnership relationship between the parties.

(f) Assignment: This Agreement is not assignable by either party without the prior written consent of the other, and any such attempted assignment shall be void *ab initio*.

(g) Successors: Subject to the provisions otherwise contained in this Agreement, this Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties hereto.

(h) Attorneys' Fees: If the services of an attorney are required by any party to secure the performance hereof or are required upon the breach or default of another party or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation

thereto, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses in addition to any other relief to which such party may be entitled.

(i) Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one Agreement.

(j) Captions: All paragraph captions are for reference and solely for the convenience of the parties and shall not be used to interpret this Agreement.

(k) Insolvency: Any party hereto which becomes insolvent, files a petition in bankruptcy or has an involuntary petition filed on its behalf which is not dismissed within forty-five (45) days of such filing, or makes an assignment for the benefit of creditors or ceases to conduct business or has a receiver appointed for its assets, shall be in material default hereunder and shall immediately notify the other party thereof.

(l) Signatures: Each party represents and warrants that on this date, they are duly authorized to bind their respective principals by their signatures below.

(m) Waiver: Any waiver by either party of any default or breach of this Agreement must be in writing. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

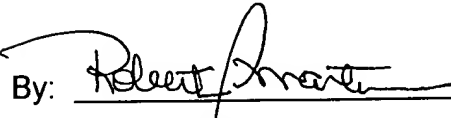
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

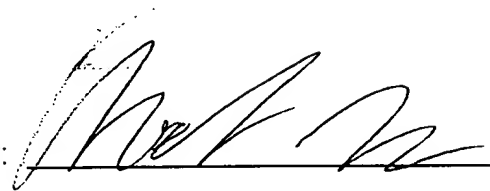
CLIENT:

CONSULTANT:

Export Finance Systems, Inc.

InfoRespond, Inc.

By: 
(Signature)

By: 
Andrew Goodman

Robert S. Martin
(Typed or Printed Name)

Date: FEB 4, 2000

Title: President

Federal Tax I.D. #: 94-3312468

Date: FEB 4, 2000

Exhibit A

Hourly Rates

Project Director	\$125/hour
Project Manager - Business	\$125/hour
Project Manager - Technical	\$125/hour
Senior Programmer	\$125/hour
Staff Programmer	\$110/hour
Junior Programmer	\$85/hour
Testing, User Documentation	\$50/hour

Exhibit B

EFS Version 3.0

Deliverables – Construction & Deployment

Deliverable	Description	Due Date	Cost
Development & Test Environment Setup	Development environment in place and accessible to development staff; Test environment that accurately simulates production environment.	1/10/00	\$10,000
Platform Construction	Working functionality for Menu & Navigation, Logon Rights implementation, application test drivers, administrative setup, and audit trail tracking.	2/17/00	\$52,680
Player Profile Programming	Working screens meeting functional requirements of approved specifications and executing in test environment, reflecting functionality and definitions as defined in approved design specifications.	1/24/00	\$23,840
Policy Setup Programming	Working screens meeting functional requirements of approved specifications and executing in test environment, reflecting functionality and definitions as defined in approved design specifications.	1/31/00	\$27,000
Transaction Processing Programming	Working screens meeting functional requirements of approved specifications and executing in test environment, with objects for application of processing rules as defined in the approved specifications.	2/29/00	\$59,040
Report Programming	Working reports meeting functional requirements of approved specifications and executing in test environment, reflecting functionality and definitions as defined in approved design specifications.	3/24/00	\$49,000
Help/Documentation	Working on-line help within the application, incorporating documentation/help text provided by EFS.	3/23/00	\$6,120
Testing	Processing and interface test plans and data and performance of regression, interface, and rules testing.	3/23/00	\$47,200
Deployment	Preparation activities for new system implementation and application installed and executing in production environment	4/14/00	\$23,000
Management, Meetings, Specification Updates	Ongoing consultation, meetings, and specification updates during system development and deployment.	4/14/00	\$26,000
Total Estimate		4/14/00	\$323,880

Exhibit C
EFS Version 3.0
Project Plan- Construction & Deployment

			Who	Start	End	Cost	Days
EFS Development			AG	12/7/99	4/14/00	323,880	351
	Construction		JK	12/7/99	3/24/00	227,680	244
		Environment	DC	12/8/99	1/10/00	10,000	10
		Development	DC	12/8/99	12/3/99	5,000	5
		Test	DC	12/13/99	1/10/00	5,000	5
		Platform	DC	12/7/99	2/17/00	52,680	54
		Menu/Nav	DC,EY	12/7/99	1/28/00	15,000	15
		Logon & Rights	DC, MH	12/7/99	1/14/00	11,000	11
		Test Driver	AG, EY, TP	12/13/99	1/11/00	12,000	12
		Admin Setup	TP, TY	12/7/99	1/14/00	9,680	11
		Audit	EY	12/7/99	1/7/00	5,000	5
		Player Profile	JK	1/3/00	1/24/00	23,840	26
		Exporter	FM, EY	1/5/00	1/14/00	8,000	8
		Buyer	FM	1/10/00	1/17/00	5,280	6
		Broker	TP	1/13/00	1/17/00	2,640	3
		Bank	TP	1/14/00	1/24/00	2,640	3
		Insurer	TY	1/10/00	1/13/00	2,640	3
		Underwriter	TY	1/13/00	1/15/00	2,640	3
		Policy Setup	JK	12/31/99	1/31/00	27,000	27
		Bank	FM, TP	1/19/00	1/31/00	11,000	11
		Insurer	FM, TP	12/31/99	1/19/00	16,000	16
		Processing	JK	12/20/99	2/29/00	59,040	63
		Invoice Entry/Update	AG, TP, EY	12/20/99	2/4/00	18,000	18
		Payment	AG, TP, TY	1/26/00	2/14/00	8,800	10
		Sales	AG, FM, TY	1/31/00	2/14/00	12,320	14
		Remittance	AG, TP, TY	2/14/00	2/25/00	7,920	9
		Batch Processing	EY, TY, AG	2/14/00	2/29/00	12,000	12
		Reporting	JK	1/31/00	3/24/00	49,000	55
		Platform	DC, TP, EY	1/31/00	2/3/00	5,000	5
		Invoice	EY, TP, MH	2/4/00	3/16/00	13,200	15
		Policy	EY, TP, MH	2/4/00	3/23/00	13,200	15
		Limits	TP, EY, MH	2/4/00	3/23/00	12,320	14
		Admin	EY, TP, TY	2/4/00	3/24/00	5,280	6
		Help/Doc	JK	1/17/00	3/23/00	6,120	9
		Platform	TY	1/17/00	2/17/00	680	1
		Player Profile	TY	1/17/00	2/17/00	680	1
		Policy Setup	TY	1/19/00	2/17/00	1,360	2
		Processing	TY	1/17/00	2/18/00	2,040	3
		Reporting	TY	2/4/00	3/23/00	1,360	2
		Testing	JK	12/27/99	3/23/00	47,200	58
		Test plan	DW	1/17/00	1/21/00	4,000	4
		Processing	DW	1/17/00	1/21/00	2,000	2
		Interface	DW	1/24/00	1/25/00	2,000	2
		Regression test environmen	JK	12/27/99	3/17/00	8,000	8
		Interface test environment	JK	1/17/00	3/17/00	8,000	8
		Test data	DW	12/30/99	2/17/00	8,000	8
		Rules testing	DW	1/26/00	3/17/00	12,000	12
		Interface testing	AS	1/17/00	3/17/00	7,200	18
		Deployment	DW	1/17/00	4/14/00	23,000	23
		Production Environment	DC	3/20/00	3/27/00	6,000	6
		Change Control	JK	3/17/00	4/14/00	2,000	2
		Migrate Code	JK	3/28/00	3/29/00	2,000	2
		Migrate Data	EY	3/28/00	4/3/00	4,000	4
		Live	DC	4/4/00	4/14/00	9,000	9
		Management/Meetings		12/7/99	4/14/00	18,000	18
		DW	DW	12/7/99	4/14/00	5,000	5
		AG	AG	12/7/99	4/14/00	6,000	6
		JK	JK	12/7/99	4/14/00	7,000	7
		Specification Updates	AG, JK, DW	12/7/99	3/31/00	8,000	8

Exhibit D
EFS Version 3.0
Deliverables Definitions
(Please refer to attached document)

EFS Version 3.0

Construction and Deployment Deliverables Definition

External Deliverable	
Construction	Working application that meets functional requirements of approved specifications and is executing in test environment.
Environment	
Development	Development environment in place and accessible to development staff.
Test	Test environment that accurately simulates production environment.
Platform	Working functionality for menu & navigation, log-on rights, application test drivers, administrative setup, audit trail tracking.
Player Profile	Specific functionality of permissions.
Policy Setup	Development of core set up functionality for policy, also including bank rules tied to specific policies.
Transaction Processing	Development of core functionality of rules for insurability and salability.
Report Programming	Working screens and reports meeting functional requirements of approved specifications and executing in test environment, reflecting functionality and definitions as defined in approved design specifications.
On-line Documentation/Help	Working menu-driven on-line help within the application, accessible via index and table of content. Text to be provided by EFS.
Rules	Working objects for application of processing rules as defined in the approved specifications.
Testing	Test results confirming system meets requirements of detailed specifications when executing in test environment. Confirmation will include confirmation that test environment accurately models production environment.
Test plan	Schedule & plan for organizing test environment
Processing	Definition of test scenarios for processing functionality and development of scripts supporting scenarios.
Interface	Definition of test scenarios for interface functionality and development of scripts supporting scenarios.
Regression Test Environment	Build and maintenance of database environments to support regression testing scripts. Test scripts will define functional break points with repeat testing of each functional break point as new functionality is added during the construction process.
Interface Test Environment	Build and maintenance of database environments to support test scripts for each interface, testing functionality as defined in the detailed specifications for each interface.
Test Data	Definition of data required to support test scenarios as defined in the test scripts.
Rules Testing	Performance of rules/processing test scripts and documented results of execution of scripts. Generate PCRs as required.
Interface Testing	Performance of interface test scripts and documented results of execution of scripts. Generate PCRs as required.
Documentation	
Data Dictionary	Report listing definitions and descriptions of data elements in the database.

EFS Version 3.0

Construction and Deployment Deliverables Definition

Process Flow Diagrams	DW	A "To Be" top-down decomposition of the process flows of each functional area of the system including manual and automated inputs.
Requirements Documentation	DW	Updates will be made to the business requirements document which keep current the highest level of documentation of the project purpose, approach and summary level documentation of the system functionality for ease of reference.
Deployment	DW	Preparation activities for new system implementation
Production Environment	DC	
Change control	JK	Documented process for moving code modules and database changes from development to test and test to production.
Migrate to production	JK	Application installed and executing in production environment
Live	DW	Day one oversight for issue resolution.